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1990-91 Cumberland County Probation Officers' Collective Agreement

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## ARTICLE I - Agreement

This Agreement is entered into this 19th day of September, 1990 by and between the Assignment Judge for the Judges of the Superior County of Cumberland County, New Jersey (hereinafter referred to as the "Judge") and the Cumberland County Probation Association (hereinafter referred to as the "Association").

## ARTICLE II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Cumberland County Probation Department (hereinafter referred to collectively as "probation officers") to negotiate matters relating to salaries and terms and conditions of employment.

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. the County of Passaic et al; statutes, court rules and case law provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. The parties hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

## ARTICLE III - Salaries

### Section 1

Effective January 1, 1990, and retroactive to that date, probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$19,000	\$27,500
Senior Probation Officers	23,500	34,000

### Section 2

Effective January 1, 1990, and retroactive to that date, all probation officers hired prior to January 1, 1990 shall receive a five percent (5%) increase in their December 31, 1989 base salaries.

### Section 3

Effective July 1, 1990, and retroactive to that date, probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$19,500	\$28,000
Senior Probation Officers	24,250	34,750

Section 4

Effective July 1, 1990, and retroactive to that date, all probation officers shall receive a five hundred dollar (\$500) increase in their June 30, 1990 base salaries.

Effective July 1, 1990, and retroactive to that date, all senior probation officers shall receive a seven hundred fifty dollar (\$750) increase in their June 30, 1990 base salaries.

Section 5

Effective January 1, 1991, probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$21,000	\$28,500
Senior Probation Officers	25,250	37,000

Section 6

Effective January 1, 1991, all probation officers shall receive an increase in their December 31, 1990 base salaries in accordance with Appendix "A" attached hereto.

## ARTICLE IV - Automobiles

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed at the rate established by Cumberland County for its employees. Retroactive to January 1, 1990 and for the duration of this Agreement, the reimbursement rate shall be consistent with the rate established by Cumberland County. Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

## ARTICLE V - Cash Educational Award

Section 1

Retroactive to January 1, 1990, each probation officer who has, or shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Assignment Judge, shall be entitled to an annual award of \$700. This award shall be prorated to the end of the calendar year in which the degree was awarded, provided there is submitted evidence of such attainment to the Chief Probation Officer.

Section 2

The annual award shall be paid as a lump sum within the first pay period of July.

Section 3

The decision of the Chief Probation Officer and the Assignment Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

Section 4

If during the term of this Agreement the county contractually agrees to providing monies for an educational fund, the parties agree to meet and discuss educational funding.

ARTICLE VI - Promotional Increment

Each probation officer receiving a promotion from the probation officer title to senior probation officer title shall receive a salary adjustment of \$1,000 or the minimum for the position, whichever is greater.

ARTICLE VII - Vacation and Other Leave Credits

Pursuant to R. 1:30-5(b), probation officers of the Cumberland County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Such leave credits include, but are not limited to, personal and funeral leave.

ARTICLE VIII - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A 36:1-1, these legal holidays shall include:

January 1st.....New Year's Day  
 3rd Monday in January.....Martin Luther King's Birthday  
 February 12th.....Lincoln's Birthday  
 3rd Monday in February.....Washington's Birthday  
 Last Monday in May.....Memorial Day  
 July 4th.....Independence Day  
 1st Monday in September.....Labor Day  
 2nd Monday in October.....Columbus Day  
 November 11th.....Armistice or Veteran's Day  
 4th Thursday in November.....Thanksgiving Day  
 December 25th.....Christmas Day  
 Good Friday and General Election Day

Section 2

If any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

ARTICLE IX - Health and Welfare Benefits

Section 1

Probation officers shall receive the same health and welfare benefits provided to Cumberland County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan. If, during the term of this Agreement, the county grants to its employees generally additional health and welfare benefits, such as an optical or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

Section 2

Each probation officer who retires and has earned, but has not used his/her accumulated sick leave shall be entitled to receive 50 percent (50%) of the sick time as severance pay not to exceed \$9,000, in accordance with county policy.

ARTICLE X - Longevity

Probation officers shall be eligible for longevity pay in accordance with the longevity program as established by the Cumberland County Freeholder Resolution #111 in the year 1970 and any amendments and supplements thereto.

5-9 Years of Service. . . . .	\$100.00 Each Year
10-14 Years of Service. . . . .	200.00 Each Year
15-19 Years of Service. . . . .	300.00 Each Year
20-24 Years of Service. . . . .	400.00 Each Year
25 Years of Service. . . . .	500.00 Each Year

Years of service would mean the probation officer's total length of continuous service beginning with his/her original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by the rules and regulations of the New Jersey Department of Personnel. Effective January 1, 1991 each of the above service categories shall be increased by \$100.00 as follows:

5-9 Years of Service. . . . .	\$200.00 Each Year
10-14 Years of Service. . . . .	300.00 Each Year
15-19 Years of Service. . . . .	400.00 Each Year
20-24 Years of Service. . . . .	500.00 Each Year
25 Years of Service and Thereafter. . .	600.00 Each Year

## ARTICLE XI - Liability Insurance

Probation officers are entitled to the same liability insurance coverage, pursuant to the county's policy for such coverage, as is provided for other county employees generally.

## ARTICLE XII - Association Business

### Section 1

The Association shall furnish to the Chief Probation Officer the names of two (2) probation officers who are to be designated as representatives for the purpose of handling grievances. One officer shall be the primary representative with the second officer acting as assistant and/or alternative representative.

### Section 2

Time off with pay shall be provided for official representatives of the Association, not to exceed two (2) employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S.A. 38:23-2, and is not in excess of five (5) days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

## ARTICLE XIII - Association Dues

Upon written authorization in conformance with the provisions of N.J.S.A. 52:14-15.9(e), from any officer who is covered by this Agreement, the county has agreed to deduct from the officer's pay each calendar month the Association dues as fixed by the Association which dues shall after deductions be remitted to the Association. Such practice shall continue during the life of this Agreement provided the agreement between the Judge and the county officials remains in effect.

The Association agrees to indemnify and save the Judges harmless from any suit or liability arising because of action taken or not taken pursuant to this Article.

## ARTICLE XIV - Bulletin Boards

Departmental bulletin boards are to be made available for the posting of Association notices and information, subject to reasonable regulation by the Chief Probation Officer.

**ARTICLE XV - Notice of Vacancies**

Job vacancies shall be posted in accordance with Civil Service rules and regulations. All job vacancies for probation officers and senior probation officers shall be posted for a minimum of five (5) working days. The Chief Probation Officer retains the right to move personnel during the posting period. Anyone interested in the posted position must apply in writing to the Chief Probation Officer. It is understood that selection is a management decision.

**ARTICLE XVI - Policy on New Jersey Department of Personnel (Formerly Civil Service)**

The administrative and procedural provisions and controls of New Jersey Department of Personnel Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court Rules and Policies governing administration of the Courts.

**ARTICLE XVII - Grievance Procedure**

The parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

Step 1 - The grievance shall first be taken to the officer's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2 - If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3 - If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, the officer may choose to utilize one of the following two options:

- (a) The officer may appeal to the New Jersey Department of Personnel Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case, or

- (b) The officer may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any court employee or other representative who is not an employee of the courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her choosing, or by a bona fide member of the Union designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies, or grievances established by any other statute, grievance procedures established herein shall be utilized to cover any dispute covered by the terms of this Agreement.

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal work day.

#### ARTICLE XVIII - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item(s) so severed.

#### ARTICLE XIX - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by mutual consent and upon the happening of some unforeseen event.

#### ARTICLE XX - Duration of Agreement

##### Section 1

The provisions of this Agreement shall be retroactive to January 1, 1990 and shall remain in full force and effect until December 31, 1991. By mutual concurrence of the parties, they may be continued for an additional time period.

##### Section 2

A written notice to terminate or modify this contract should be given at least sixty (60) days prior to December 31, 1991.

In witness of this Agreement, the parties to it have affixed their signatures the 19th day of September , 1990.

FOR THE JUDGE

  
Samuel C. DeSimone, A.J.S.C.

FOR THE ASSOCIATION

  
David Miller - President

  
B. D. Lulley

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APPENDIX A

December 31, 1990  
Base Salary

January 1, 1991  
Base Salary

Probation Officers

\$19,500	Minimum	\$21,000
19,925		21,000
20,503		21,225
20,807		21,803
21,025		22,107
21,353		22,325
		22,653

Senior Probation Officers

\$24,250	Minimum	\$25,250
25,089		25,875
26,248		26,714
26,836		27,898
27,060		28,486
27,340		28,710
27,668		28,990
32,078		29,343
33,825		34,003
		35,825